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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

RUBY DANIELSSON, individually,
and on behalf of other members of the
general public similarly situated and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

BLOOD CENTERS OF THE
PACIFIC, a California corporation;
BLOOD SYSTEMS, an unknown
business entity; VITALANT, an
unknown business entity; and DOES 2
through 100, inclusive,

Defendants.

Case No.: 3:19-cv-04592-JCS

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CAL. LABOR CODE § 2698
ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll

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- Records);
 (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 (10) Violation of California Business & Professions Code §§ 17200, et seq.;
 (11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff RUBY DANIELSSON (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action was originally brought in the Superior Court for the County of San Francisco pursuant of California Code of Civil Procedure section 382.

2. This Court has asserted jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d).

3. Upon information and belief, Defendant VITALANT f/k/a BLOOD SYSTEMS, INC. formerly d/b/a BLOOD CENTERS OF THE PACIFIC (together the “Defendant”) is an Arizona non-profit corporation doing business in California, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this District and throughout the State of California. Defendant maintains offices, has agents, and is licensed to transact and does transact business in this District.

PARTIES

4. Plaintiff RUBY DANIELSSON is an individual residing in the State of California.

5. At all relevant times, Defendant was the “employer” of Plaintiff within the meaning of all applicable California state laws and statutes.

6. At all times herein relevant, Defendant and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

7. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendant and DOES 2 through 100, inclusive, are unknown to Plaintiff who sue said Defendant by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

8. Plaintiff further alleges that Defendant directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendant employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

10. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from March 29, 2015 to final judgment.

SUBCLASS A. All current and former hourly-paid or non-exempt employees who worked for the Defendant within the State of California at any time during the period from March 29, 2015 to final judgment who earned shift differential pay/non-discretionary bonuses/non-discretionary performance pay which was not used to correctly calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages.

11. Plaintiff reserves the right to establish subclasses as appropriate.

12. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendant's employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is

antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

13. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendant's failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendant's had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed

(short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

- c. Whether Defendant required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendant engaged in an improper rounding policy during the relevant time period;
- e. Whether Defendant failed to use the shift differential pay/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
- f. Whether Defendant deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- g. Whether Defendant failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- h. Whether Defendant failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- i. Whether Defendant failed to timely pay all wages due to Plaintiff and the other class members during their employment;

- j. Whether Defendant complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- k. Whether Defendant kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- l. Whether Defendant failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- m. Whether Defendant's conduct was willful or reckless;
- n. Whether Defendant engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and
- p. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

14. Class certification of the First through Tenth causes of action is appropriate pursuant to Rule 23(b)(3) because the aforementioned questions of law and fact common to the class predominate over any questions affecting only individual members of the class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's common and uniform policies and practices have unlawfully denied Plaintiff and the other class members of overtime wages for all overtime hours worked, have denied them meal period premiums for all meal periods that were not provided in compliance with the applicable Industrial Welfare Commission ("IWC") Order and California Labor Code, have denied them rest period

premiums for all rest periods that were not provided in compliance with the applicable IWC Order and California Labor Code, have denied them of minimum wages for all hours worked, have denied them payment of their wages in a timely manner, have denied them of accurate wage statements in compliance with the California Labor Code, have denied them from getting reimbursed for necessary business related expenses, and amount to unfair competition under California Business and Professions Code Sections 17200 et seq. The damages suffered by individual class members are relatively small compared to the expense and burden of individual prosecution of this litigation. For this reason, as well as the fact that class members currently employed by Defendant may fear direct or indirect retaliation from Defendant for prosecuting an action against Defendant, the class members' interests in individually controlling the prosecution of this action is minimal. In addition, a class action in this forum is desirable as it will eliminate the risk of inconsistent rulings regarding the legality of Defendant's policies, practices, and procedures. Managing this case as a class action will not present difficulties as the parties can utilize approved methods of random statistical sampling and expert testimony at trial.

15. Once class certification is granted, Plaintiff will send notice to all members of the class consistent with the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure. Specifically, Plaintiff will submit a proposed notice to the Court for its approval, stating (i) the nature of this action, (ii) the definition of the certified class, (iii) the class claims, issues, and/or defenses, (iv) that a class member may enter an appearance through an attorney if he or she so desires, (v) that the Court will exclude from the class any member who requests exclusion, (vi) the time and manner for requesting exclusion, and (vii) the binding effect of a class judgment on class members under Rule 23(c)(3).

PAGA ALLEGATIONS

16. At all times herein set forth, PAGA was applicable to Plaintiff's

employment by Defendant.

17. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

18. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by Defendant and the alleged violator and against whom one or more of the alleged violations was committed.

19. Plaintiff was employed by Defendant and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendant, and one or more of the alleged violations were committed against them.

20. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee's Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail

that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

21. On October 5, 2020, Plaintiff provided written notice by certified mail to the LWDA and to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, have been satisfied.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendant employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of San Francisco.

23. Defendant, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately December 2005 to approximately April 2017, in the State of California, County of San Francisco.

24. Defendant hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

25. Defendant had the authority to hire and terminate Plaintiff and the

1 other class members, to set work rules and conditions governing Plaintiff's and
 2 the other class members' employment, and to supervise their daily employment
 3 activities.

4 26. Defendant exercised sufficient authority over the terms and
 5 conditions of Plaintiff's and the other class members' employment for them to be
 6 joint employers of Plaintiff and the other class members.

7 27. Defendant directly hired and paid wages and benefits to Plaintiff and
 8 the other class members.

9 28. Defendant continue to employ hourly-paid or non-exempt employees
 10 within the State of California.

11 29. Plaintiff and the other class members worked over eight (8) hours in
 12 a day, forty (40) hours in a week, and/or over six (6) days in a workweek during
 13 their employment with Defendant.

14 30. Plaintiff is informed and believes, and based thereon alleges, that
 15 Defendant engaged in a pattern and practice of wage abuse against its hourly-paid
 16 or non-exempt employees within the State of California. This pattern and
 17 practice involved, *inter alia*, failing to pay them for all regular and/or overtime
 18 wages earned and for missed meal periods and rest breaks in violation of
 19 California law.

20 31. Plaintiff is informed and believes, and based thereon alleges, that
 21 Defendant knew or should have known that Plaintiff and the other class members
 22 were entitled to receive certain wages for overtime compensation and that they
 23 were not receiving accurate overtime compensation for all overtime hours
 24 worked.

25 32. Plaintiff is informed and believes, and based thereon alleges, that
 26 Defendant failed to use the shift differential pay/non-discretionary bonuses/non-
 27 discretionary performance pay to correctly calculate the regular rate of pay used to
 28 calculate the overtime rate for the payment of overtime wages where Plaintiff and

1 the other class members earned shift differential pay/non-discretionary
2 bonuses/non-discretionary performance pay and overtime wages in the same
3 workweek.

4 33. Plaintiff is informed and believes, and based thereon alleges, that
5 Defendant failed to provide Plaintiff and the other class members all required rest
6 and meal periods during the relevant time period as required under the Industrial
7 Welfare Commission Wage Orders and thus they are entitled to any and all
8 applicable premium wages. Defendant's failure included, *inter alia*, failing to
9 provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty
10 (30) minute meal periods to Plaintiff and the other class members. Plaintiff and the
11 other class members were required to perform work during meal periods and rest
12 periods.

13 34. Plaintiff is informed and believes, and based thereon alleges, that
14 Defendant failed to relieve Plaintiff and the other class members of all duties,
15 failed to relinquish control over Plaintiff and the other class members' activities,
16 failed to permit Plaintiff and the other class members a reasonable opportunity to
17 take, and impeded or discouraged them from taking, thirty (30) minute
18 uninterrupted meal breaks no later than the end of their fifth hour of work for shifts
19 lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted
20 meal breaks no later than their tenth hour of work for shifts lasting more than ten
21 (10) hours.

22 35. Plaintiff is informed and believes, and based thereon alleges, that
23 Defendant knew or should have known that Plaintiff and the other class members
24 were entitled to receive all meal periods or payment of one additional hour of pay
25 at Plaintiff's and the other class member's regular rate of pay when a meal period
26 was missed, short, late, and/or interrupted, and they did not receive all meal
27 periods or payment of one additional hour of pay at Plaintiff's and the other class
28 member's regular rate of pay when a meal period was missed, short, late, and/or

1 interrupted.

2 36. Plaintiff is informed and believes, and based thereon alleges, that
 3 Defendant failed to provide, authorize, and permit Plaintiff and other class
 4 members to take full, uninterrupted, off-duty rest periods for every shift lasting
 5 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest
 6 periods for every shift lasting six (6) to ten (10) hours, and failed to make a good
 7 faith effort to authorize, permit, and provide such rest breaks in the middle of each
 8 work period.

9 37. Plaintiff is informed and believes, and based thereon alleges, that
 10 Defendant knew or should have known that Plaintiff and the other class members
 11 were entitled to receive all rest periods or payment of one additional hour of pay
 12 at Plaintiff's and the other class member's regular rate of pay when a rest period
 13 was missed, short, late, and/or interrupted, and they did not receive all rest
 14 periods or payment of one additional hour of pay at Plaintiff's and the other class
 15 members' regular rate of pay when a rest period was missed, short, late, and/or
 16 interrupted.

17 38. Plaintiff is informed and believes, and based thereon alleges, that
 18 Defendant knew or should have known that Plaintiff and the other class members
 19 were entitled to receive at least minimum wages for compensation and that they
 20 were not receiving at least minimum wages for all hours worked. Defendant's
 21 failure to pay minimum wages included, *inter alia*, Defendant's effective payment
 22 of zero dollars per hour for hours Plaintiff and the other class members worked off
 23 the clock performing work duties.

24 39. Plaintiff is informed and believes, and based thereon alleges, that
 25 Defendant knew or should have known that Plaintiff and the other class members
 26 were entitled to receive all wages owed to them upon discharge or resignation,
 27 including overtime and minimum wages and meal and rest period premiums, and
 28 they did not, in fact, receive all such wages owed to them at the time of their

1 discharge or resignation.

2 40. Plaintiff is informed and believes, and based thereon alleges, that
3 Defendant knew or should have known that Plaintiff and the other class members
4 were entitled to receive all wages owed to them during their employment.
5 Plaintiff and the other class members did not receive payment of all wages,
6 including overtime and minimum wages and meal and rest period premiums,
7 within any time permissible under California Labor Code section 204.

8 41. Plaintiff is informed and believes, and based thereon alleges, that
9 Defendant knew or should have known that Plaintiff and the other class members
10 were entitled to receive complete and accurate wage statements in accordance
11 with California law, but, in fact, they did not receive complete and accurate wage
12 statements from Defendant. The deficiencies included, *inter alia*, the failure to
13 include the total number of hours worked by Plaintiff and the other class
14 members.

15 42. Plaintiff is informed and believes, and based thereon alleges, that
16 Defendant knew or should have known that Defendant had to keep complete and
17 accurate payroll records for Plaintiff and the other class members in accordance
18 with California law, but, in fact, did not keep complete and accurate payroll
19 records.

20 43. Plaintiff is informed and believes, and based thereon alleges, that
21 Defendant knew or should have known that Plaintiff and the other class members
22 were entitled to reimbursement for necessary business-related expenses.

23 44. Plaintiff is informed and believes, and based thereon alleges, that
24 Defendant knew or should have known that they had a duty to compensate
25 Plaintiff and the other class members pursuant to California law, and that
26 Defendant had the financial ability to pay such compensation, but willfully,
27 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff
28 and the other class members that they were properly denied wages, all in order to

1 increase Defendant's profits.

2 45. During the relevant time period, Defendant failed to pay overtime
 3 wages to Plaintiff and the other class members for all overtime hours worked.
 4 Plaintiff and the other class members did not receive overtime compensation at
 5 one-and-one-half times the regular rate of pay for all hours spent performing job
 6 duties in excess of eight (8) hours per day, forty (40) hours per week, and/or for
 7 their first eight (8) hours worked on the seventh day of work in a workweek.

8 46. During the relevant time period, Defendant failed to use the shift
 9 differential pay/non-discretionary bonuses/non-discretionary performance pay to
 10 correctly calculate the regular rate of pay used to calculate the overtime rate for the
 11 payment of overtime wages where Plaintiff and the other class members earned
 12 shift differential pay/non-discretionary bonuses/non-discretionary performance pay
 13 and overtime wages in the same workweek.

14 47. During the relevant time period, Defendant failed to provide all
 15 requisite uninterrupted meal and rest periods to Plaintiff and the other class
 16 members.

17 48. During the relevant time period, Defendant failed to pay Plaintiff and
 18 the other class members at least minimum wages for all hours worked.

19 49. During the relevant time period, Defendant failed to pay Plaintiff and
 20 the other class members all wages owed to them upon discharge or resignation.

21 50. During the relevant time period, Defendant failed to pay Plaintiff and
 22 the other class members all wages within any time permissible under California
 23 law, including, *inter alia*, California Labor Code section 204.

24 51. During the relevant time period, Defendant failed to provide
 25 complete or accurate wage statements to Plaintiff and the other class members.

26 52. During the relevant time period, Defendant failed to keep complete
 27 or accurate payroll records for Plaintiff and the other class members.

28 53. During the relevant time period, Defendant failed to reimburse

1 Plaintiff and the other class members for all necessary business-related expenses
2 and costs.

3 54. During the relevant time period, Defendant failed to properly
4 compensate Plaintiff and the other class members pursuant to California law in
5 order to increase Defendant's profits.

6 55. California Labor Code section 218 states that nothing in Article 1 of
7 the Labor Code shall limit the right of any wage claimant to "sue directly . . . for
8 any wages or penalty due to him [or her] under this article."

9 **FIRST CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 510 and 1198)**

11 56. Plaintiff incorporates by reference the allegations contained in
12 Paragraphs 1 through 55, and each and every part thereof with the same force and
13 effect as though fully set forth herein.

14 57. California Labor Code section 1198 and the applicable Industrial
15 Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ
16 persons without compensating them at a rate of pay either time-and-one-half or
17 two-times that person's regular rate of pay, depending on the number of hours
18 worked by the person on a daily or weekly basis.

19 58. Specifically, the applicable IWC Wage Order provides that
20 Defendant is and was required to pay Plaintiff and the other class members
21 employed by Defendant, and working more than eight (8) hours in a day, or more
22 than forty (40) hours in a week, and/or more than six (6) consecutive days in a
23 workweek, at the rate of time-and-one-half for all hours worked in excess of eight
24 (8) hours in a day, more than forty (40) hours in a week, or the first eight (8)
25 hours on the seventh day of work in a workweek.

26 59. The applicable IWC Wage Order further provides that Defendant is
27 and was required to pay Plaintiff and the other class members overtime
28 compensation at a rate of two times their regular rate of pay for all hours worked

1 in excess of twelve (12) hours in a day.

2 60. California Labor Code section 510 codifies the right to overtime
3 compensation at one-and-one-half times the regular hourly rate for hours worked
4 in excess of eight (8) hours in a day or forty (40) hours in a week or for the first
5 eight (8) hours worked on the seventh day of work, and to overtime compensation
6 at twice the regular hourly rate for hours worked in excess of twelve (12) hours in
7 a day or in excess of eight (8) hours in a day on the seventh day of work.

8 61. During the relevant time period, Plaintiff and the other class
9 members worked in excess of eight (8) hours in a day, and/or in excess of forty
10 (40) hours in a week.

11 62. During the relevant time period, Defendant intentionally and
12 willfully failed to pay overtime wages owed to Plaintiff and the other class
13 members.

14 63. Defendant's failure to pay Plaintiff and the other class members the
15 unpaid balance of overtime compensation, as required by California laws,
16 violates the provisions of California Labor Code sections 510 and 1198, and is
17 therefore unlawful.

18 64. Pursuant to California Labor Code section 1194, Plaintiff and the
19 other class members are entitled to recover unpaid overtime compensation, as well
20 as interest, costs, and attorneys' fees.

21 **SECOND CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 226.7 and 512(a))**

23 65. (Plaintiff incorporates by reference the allegations contained in
24 paragraphs 1 through 64, and each and every part thereof with the same force and
25 effect as though fully set forth herein.

26 66. At all relevant times, the IWC Order and California Labor Code
27 sections 226.7 and 512(a) were applicable to Plaintiff's and the other class
28 members' employment by Defendant.

67. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

68. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

69. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

70. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

71. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

72. During the relevant time period, Defendant intentionally and

1 willfully required Plaintiff and the other class members to work during meal
2 periods and failed to compensate Plaintiff and the other class members the full
3 meal period premium for work performed during meal periods.

4 73. During the relevant time period, Defendant failed to pay Plaintiff and
5 the other class members the full meal period premium due pursuant to California
6 Labor Code section 226.7.

7 74. Defendant's conduct violates applicable IWC Wage Order and
8 California Labor Code sections 226.7 and 512(a).

9 75. Pursuant to applicable IWC Wage Order and California Labor Code
10 section 226.7(c), Plaintiff and the other class members are entitled to recover
11 from Defendant one additional hour of pay at the employee's regular rate of
12 compensation for each work day that the meal or rest period is not provided.

13 **THIRD CAUSE OF ACTION**

14 **(Violation of California Labor Code § 226.7)**

15 76. Plaintiff incorporates by reference the allegations contained in
16 paragraphs 1 through 75, and each and every part thereof with the same force and
17 effect as though fully set forth herein.

18 77. At all times herein set forth, the applicable IWC Wage Order and
19 California Labor Code section 226.7 were applicable to Plaintiff's and the other
20 class members' employment by Defendant.

21 78. At all relevant times, California Labor Code section 226.7 provides
22 that no employer shall require an employee to work during any rest period
23 mandated by an applicable order of the California IWC.

24 79. At all relevant times, the applicable IWC Wage Order provides that
25 "[e]very employer shall authorize and permit all employees to take rest periods,
26 which insofar as practicable shall be in the middle of each work period" and that
27 the "rest period time shall be based on the total hours worked daily at the rate of
28 ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless

the total daily work time is less than three and one-half (3 ½) hours.

80. During the relevant time period, Defendant required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

81. During the relevant time period, Defendant willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

82. During the relevant time period, Defendant failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

83. Defendant's conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendant one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

87. During the relevant time period, Defendant failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California

1 Labor Code sections 1194, 1197, and 1197.1.

2 88. Defendant's failure to pay Plaintiff and the other class members the
3 minimum wage as required violates California Labor Code sections 1194, 1197,
4 and 1197.1. Pursuant to those sections Plaintiff and the other class members are
5 entitled to recover the unpaid balance of their minimum wage compensation as
6 well as interest, costs, and attorney's fees, and liquidated damages in an amount
7 equal to the wages unlawfully unpaid and interest thereon.

8 89. Pursuant to California Labor Code section 1197.1, Plaintiff and the
9 other class members are entitled to recover a penalty of \$100.00 for the initial
10 failure to timely pay each employee minimum wages, and \$250.00 for each
11 subsequent failure to pay each employee minimum wages.

12 90. Pursuant to California Labor Code section 1194.2, Plaintiff and the
13 other class members are entitled to recover liquidated damages in an amount
14 equal to the wages unlawfully unpaid and interest thereon.

15 **FIFTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 201 and 202)**

17 91. Plaintiff incorporates by reference the allegations contained in
18 paragraphs 1 through 90, and each and every part thereof with the same force and
19 effect as though fully set forth herein.

20 92. At all relevant times herein set forth, California Labor Code sections
21 201 and 202 provide that if an employer discharges an employee, the wages
22 earned and unpaid at the time of discharge are due and payable immediately, and
23 if an employee quits his or her employment, his or her wages shall become due
24 and payable not later than seventy-two (72) hours thereafter, unless the employee
25 has given seventy-two (72) hours' notice of his or her intention to quit, in which
26 case the employee is entitled to his or her wages at the time of quitting.

27 93. During the relevant time period, Defendant intentionally and
28 willfully failed to pay Plaintiff and the other class members who are no longer

1 employed by Defendant their wages, earned and unpaid, within seventy-two (72)
2 hours of their leaving Defendant's employ.

3 94. Defendant's failure to pay Plaintiff and the other class members who
4 are no longer employed by Defendant's their wages, earned and unpaid, within
5 seventy-two (72) hours of their leaving Defendant's employ, is in violation of
6 California Labor Code sections 201 and 202.

7 95. California Labor Code section 203 provides that if an employer
8 willfully fails to pay wages owed, in accordance with sections 201 and 202, then
9 the wages of the employee shall continue as a penalty from the due date thereof at
10 the same rate until paid or until an action is commenced; but the wages shall not
11 continue for more than thirty (30) days.

12 96. Plaintiff and the other class members are entitled to recover from
13 Defendant the statutory penalty wages for each day they were not paid, up to a
14 thirty (30) day maximum pursuant to California Labor Code section 203.

15 **SIXTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 204)**

17 97. (Plaintiff incorporates by reference the allegations contained in
18 paragraphs 1 through 96, and each and every part thereof with the same force and
19 effect as though fully set forth herein.

20 98. At all times herein set forth, California Labor Code section 204
21 provides that all wages earned by any person in any employment between the 1st
22 and 15th days, inclusive, of any calendar month, other than those wages due upon
23 termination of an employee, are due and payable between the 16th and the 26th
24 day of the month during which the labor was performed.

25 99. At all times herein set forth, California Labor Code section 204
26 provides that all wages earned by any person in any employment between the
27 16th and the last day, inclusive, of any calendar month, other than those wages
28 due upon termination of an employee, are due and payable between the 1st and

1 the 10th day of the following month.

2 100. At all times herein set forth, California Labor Code section 204
3 provides that all wages earned for labor in excess of the normal work period shall
4 be paid no later than the payday for the next regular payroll period.

5 101. During the relevant time period, Defendant intentionally and
6 willfully failed to pay Plaintiff and the other class members all wages due to
7 them, within any time period permissible under California Labor Code section
8 204.

9 102. Plaintiff and the other class members are entitled to recover all
10 remedies available for violations of California Labor Code section 204.

11 **SEVENTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 226(a))**

13 103. (Plaintiff incorporates by reference the allegations contained in
14 paragraphs 1 through 102, and each and every part thereof with the same force
15 and effect as though fully set forth herein.

16 104. At all material times set forth herein, California Labor Code section
17 226(a) provides that every employer shall furnish each of his or her employees an
18 accurate itemized statement in writing showing (1) gross wages earned, (2) total
19 hours worked by the employee, (3) the number of piece-rate units earned and any
20 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
23 dates of the period for which the employee is paid, (7) the name of the employee
24 and his or her social security number, (8) the name and address of the legal entity
25 that is the employer, and (9) all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate by the
27 employee. The deductions made from payments of wages shall be recorded in
28 ink or other indelible form, properly dated, showing the month, day, and year,

1 and a copy of the statement or a record of the deductions shall be kept on file by
2 the employer for at least three years at the place of employment or at a central
3 location within the State of California.

4 105. Defendant has intentionally and willfully failed to provide Plaintiff
5 and the other class members with complete and accurate wage statements. The
6 deficiencies include, but are not limited to: the failure to include the total number
7 of hours worked by Plaintiff and the other class members.

8 106. As a result of Defendant's violation of California Labor Code section
9 226(a), Plaintiff and the other class members have suffered injury and damage to
10 their statutorily-protected rights.

11 107. More specifically, Plaintiff and the other class members have been
12 injured by Defendant's intentional and willful violation of California Labor Code
13 section 226(a) because they were denied both their legal right to receive, and their
14 protected interest in receiving, accurate and itemized wage statements pursuant to
15 California Labor Code section 226(a).

16 108. Plaintiff and the other class members are entitled to recover from
17 Defendant the greater of their actual damages caused by Defendant's failure to
18 comply with California Labor Code section 226(a), or an aggregate penalty not
19 exceeding four thousand dollars per employee.

20 109. Plaintiff and the other class members are also entitled to injunctive
21 relief to ensure compliance with this section, pursuant to California Labor Code
22 section 226(h).

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of California Labor Code § 1174(d))**

25 110. Plaintiff incorporates by reference the allegations contained in
26 paragraphs 1 through 109, and each and every part thereof with the same force
27 and effect as though fully set forth herein.

28 111. Pursuant to California Labor Code section 1174(d), an employer

1 shall keep, at a central location in the state or at the plants or establishments at
2 which employees are employed, payroll records showing the hours worked daily
3 by and the wages paid to, and the number of piece-rate units earned by and any
4 applicable piece rate paid to, employees employed at the respective plants or
5 establishments. These records shall be kept in accordance with rules established
6 for this purpose by the commission, but in any case shall be kept on file for not
7 less than two years.

8 112. Defendant has intentionally and willfully failed to keep accurate and
9 complete payroll records showing the hours worked daily and the wages paid, to
10 Plaintiff and the other class members.

11 113. As a result of Defendant's violation of California Labor Code section
12 1174(d), Plaintiff and the other class members have suffered injury and damage
13 to their statutorily-protected rights.

14 114. More specifically, Plaintiff and the other class members have been
15 injured by Defendant's intentional and willful violation of California Labor Code
16 section 1174(d) because they were denied both their legal right and protected
17 interest, in having available, accurate and complete payroll records pursuant to
18 California Labor Code section 1174(d).

19 **NINTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 2800 and 2802)**

21 115. Plaintiff incorporates by reference the allegations contained in
22 paragraphs 1 through 114, and each and every part thereof with the same force
23 and effect as though fully set forth herein.

24 116. Pursuant to California Labor Code sections 2800 and 2802, an
25 employer must reimburse its employee for all necessary expenditures incurred by
26 the employee in direct consequence of the discharge of his or her job duties or in
27 direct consequence of his or her obedience to the directions of the employer.

28 117. Plaintiff and the other class members incurred necessary business-

1 related expenses and costs that were not fully reimbursed by Defendant.

2 118. Defendant have intentionally and willfully failed to reimburse
3 Plaintiff and the other class members for all necessary business-related expenses
4 and costs.

5 119. Plaintiff and the other class members are entitled to recover from
6 Defendant their business-related expenses and costs incurred during the course
7 and scope of their employment, plus interest accrued from the date on which the
8 employee incurred the necessary expenditures at the same rate as judgments in
9 civil actions in the State of California.

10 **TENTH CAUSE OF ACTION**

11 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

12 120. Plaintiff incorporates by reference the allegations contained in
13 paragraphs 1 through 120, and each and every part thereof with the same force
14 and effect as though fully set forth herein.

15 121. Defendant's conduct, as alleged herein, has been, and continues to
16 be, unfair, unlawful and harmful to Plaintiff, other class members, to the general
17 public, and Defendant's competitors. Accordingly, Plaintiff seek to enforce
18 important rights affecting the public interest within the meaning of Code of Civil
19 Procedure section 1021.5.

20 122. Defendant's activities as alleged herein are violations of California
21 law, and constitute unlawful business acts and practices in violation of California
22 Business & Professions Code section 17200, et seq.

23 123. A violation of California Business & Professions Code section
24 17200, et seq. may be predicated on the violation of any state or federal law. In
25 this instant case, Defendant's policies and practices of requiring employees,
26 including Plaintiff and the other class members, to work overtime without paying
27 them proper compensation violate California Labor Code sections 510 and 1198.
28 Additionally, Defendant's policies and practices of requiring employees,

including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendant's policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendant's policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendant also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

124. As a result of the herein described violations of California law, Defendant unlawfully gained an unfair advantage over other businesses.

125. Plaintiff and the other class members have been personally injured by Defendant's unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

126. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

127. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered

1 through a civil action brought by an aggrieved employee on behalf of himself or
2 herself, and other current or former employees.

3 129. Whenever the LWDA, or any of its departments, divisions,
4 commissions, boards, agencies, or employees has discretion to assess a civil
5 penalty, a court in a civil action is authorized to exercise the same discretion,
6 subject to the same limitations and conditions, to assess a civil penalty.

7 130. Plaintiff and the other hourly-paid or non-exempt employees, are
8 “aggrieved employees” as defined by California Labor Code section 2699(c) in
9 that they are all current or former employees of Defendant, and one or more of
10 the alleged violations was committed against them.

11 **Failure to Pay Overtime**

12 131. Defendant’s failure to pay overtime in violation of the Wage Orders
13 and California Labor Code sections 510 and 1198, as alleged above, constitutes
14 unlawful and/or unfair activity prohibited by California Labor Code sections 510
15 and 1198.

16 **Failing to Provide Meal Periods**

17 132. Defendant’s failure to provide legally required meal periods in
18 violation of the Wage Orders and California Labor Code sections 226.7 and
19 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by
20 California Labor Code sections 226.7 and 512(a).

21 **Failure to Provide Rest Periods**

22 133. Defendant’s failure to provide legally required rest periods in
23 violation of the Wage Orders and California Labor Code section 226.7, as alleged
24 above, constitutes unlawful and/or unfair activity prohibited by California Labor
25 Code section 226.7.

26 **Failure to Pay Minimum Wages**

27 134. Defendant’s failure to pay minimum wages in violation of the Wage
28 Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged

above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

135. Defendant's failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

136. Defendant's failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

137. Defendant's failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

138. Defendant's failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

139. Defendant's failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

140. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to

1 recover from Defendant and each of them, business expenses, unpaid wages,
 2 and/or untimely wages according to proof, interest, attorneys' fees and costs
 3 pursuant to California Labor Code section 218.5, as well as all penalties against
 4 Defendant, and each of them, including but not limited to:

- 5 a. Penalties under California Labor Code section 2699 in the
 6 amount of a hundred dollars (\$100) for each aggrieved
 7 employee per pay period for the initial violation, and two
 8 hundred dollars (\$200) for each aggrieved employee per pay
 9 period for each subsequent violation;
- 10 b. Penalties under California Code of Regulations Title 8 section
 11 11010, *et seq.* in the amount of fifty dollars (\$50) for each
 12 aggrieved employee per pay period for the initial violation, and
 13 one hundred dollars (\$100) for each aggrieved employee per
 14 pay period for each subsequent violation;
- 15 c. Penalties under California Labor Code section 210 in addition
 16 to, and entirely independent and apart from, any other penalty
 17 provided in the California Labor Code in the amount of a
 18 hundred dollars (\$100) for each aggrieved employee per pay
 19 period for the initial violation, and two hundred dollars (\$200)
 20 for each aggrieved employee per pay period for each
 21 subsequent violation; and
- 22 d. Any and all additional penalties and sums as provided by the
 23 California Labor Code and/or other statutes.

24 141. Pursuant to California Labor Code section 2699(i), civil penalties
 25 recovered by aggrieved employees shall be distributed as follows: seventy-five
 26 percent (75%) to the Labor and Workforce Development Agency for the
 27 enforcement of labor laws and education of employers and employees about their
 28 rights and responsibilities and twenty-five percent (25%) to the aggrieved

employees.

142. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendant provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendant;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendant's employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendant violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendant violated the record keeping provisions of California Labor Code section 226(a) and

1 applicable IWC Wage Orders as to Plaintiff and the other class members, and
2 willfully failed to provide accurate itemized wage statements thereto;

3 40. For actual, consequential and incidental losses and damages,
4 according to proof;

5 41. For statutory penalties pursuant to California Labor Code section
6 226(e);

7 42. For injunctive relief to ensure compliance with this section, pursuant
8 to California Labor Code section 226(h); and

9 43. For such other and further relief as the Court may deem just and
10 proper.

11 **As to the Eighth Cause of Action**

12 44. That the Court declare, adjudge and decree that Defendant violated
13 California Labor Code section 1174(d) by willfully failing to keep accurate and
14 complete payroll records for Plaintiff and the other class members as required by
15 California Labor Code section 1174(d);

16 45. For actual, consequential and incidental losses and damages,
17 according to proof;

18 46. For statutory penalties pursuant to California Labor Code section
19 1174.5; and

20 47. For such other and further relief as the Court may deem just and
21 proper.

22 **As to the Ninth Cause of Action**

23 48. That the Court declare, adjudge and decree that Defendant violated
24 California Labor Code sections 2800 and 2802 by willfully failing to reimburse
25 Plaintiff and the other class members for all necessary business-related expenses
26 as required by California Labor Code sections 2800 and 2802;

27 49. For actual, consequential and incidental losses and damages,
28 according to proof;

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50. For the imposition of civil penalties and/or statutory penalties;
51. For reasonable attorneys' fees and costs of suit incurred herein; and
52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendant violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code

1 sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of
2 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551,
3 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

4 60. For such other and further relief as the Court may deem equitable
5 and appropriate.

6 Dated: June 4, 2021

LAWYERS *for* JUSTICE, PC

7
8
9 By: /s/ Edwin Aiwazian

Edwin Aiwazian

Attorneys for Plaintiff

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